

REQUEST FOR PROPOSAL



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

US ROUTE 1 AND SNOWDEN RIVER PARKWAY/DOBBIN ROAD CORRIDOR MARKET ANALYSIS AND RESEARCH

RFP NUMBER: RFP 22-2011
Opening: JUNE 1, 2011 @ 11:00 A.M.

PRE-PROPOSAL CONFERENCE: MAY 20, 2011 @ 10:00 A.M.

Helen M. Ashley, CPPB, Senior Buyer
(410) 313-6378
hashley@howardcountymd.gov



MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.
PLEASE DO NOT HESITATE TO ASK QUESTIONS IF CLARIFICATION IS NECESSARY. FOR MORE INFORMATION,
CALL THE EQUAL BUSINESS OPPORTUNITY COORDINATOR AT 410-313-6370.

IMPORTANT NOTICE

Addenda to solicitations often occur prior to proposal opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site (www.howardcountymd.gov/purchasing) to obtain Addenda.

RFPs and RFP Results: www.howardcountymd.gov/purchasing

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IMPORTANT: ADVISE THE OFFICE OF PURCHASING IMMEDIATELY IF
ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.

DOCUMENT A**TERMS AND CONDITIONS APPLYING TO PURCHASE ORDERS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever.
- 19.3 Injury to Employees: The Contractor will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of, or incident to, the performance of this Purchase Order.
- 19.4 Workmen's Compensation: The Contractor will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfulfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

DOCUMENT B

GENERAL CONDITIONS

- 1 INSTRUCTIONS, FORMS, AND SPECIFICATIONS: Instructions, forms, and specifications may be obtained from the Office of Purchasing by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday from 8:00 A.M. to 5:00 P.M. and from the Internet at: www.howardcountymd.gov/purchasing.
- 1.1 All proposals are to be submitted on and in accordance with forms for these purposes which are available at the Office of Purchasing. Additional supplementary documentation when requested shall be submitted on the Contractor's letterhead.
- 1.2 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.3 All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes or cartons to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 no later than the time and date indicated. Proposals received after the time and date indicated will not be considered.
- 1.4 Each proposal shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Affidavit forms are provided in the solicitation package.
- 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of Purchasing.
- 1.6 Any Contractor who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the County Purchasing Agent in writing not later than five days prior to the scheduled opening of proposals. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing). Addenda to solicitations often occur prior to bid or proposal opening. **It is the potential Contractor's sole responsibility to obtain addenda.**
- 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent.
- 1.8 Unless otherwise specified, all formal proposals submitted shall be irrevocable for four months following proposal opening date, unless the Contractor(s), upon request of the County Purchasing Agent, agree to an extension. Proposals may not be withdrawn during this period.

2 RESERVATIONS:

- 2.1 The County Purchasing Agent reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 2.4 The County Purchasing Agent reserves the right to award contractors or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

3 DELIVERY:

- 3.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 3.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 3.3 The County Purchasing Agent reserves the right to charge the Contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 3.4 The County Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due him.

4 COMPETITION:

- 4.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal pages is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.

- 4.2 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- 4.3 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected.
- 4.4 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.
- 5 **PROTEST:** Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within 7 days. The County Purchasing Agent's decision relative to the protest shall be final.
- 6 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.
- 7 **AUTHORITY:** Instructions, specifications, and proposals are issued, and all proposals, quotations, orders, and purchases are made pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County Purchasing Agent.
- 8 **EXCEPTIONS:** The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 9 **CASH DISCOUNTS:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. Should this Contractor obtain an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain the discount.
- 10 **UNIT PRICES:** Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.

- 11 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 PATENTS: The Contractor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment of part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.
- 13 GOVERNING LAW:
- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 13.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 13.3 Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling at (410) 767-1340 or Toll Free (888) 246-5941.
- 14 COMPLIANCE WITH LAWS: In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County. If awarded a contract, the Contractor hereby represents and warrants that:
- 14.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 14.2 It is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
- 14.3 It shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 14.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.

- 14.5 The facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- 15 **HOLD HARMLESS/INDEMNIFICATION:**
- 15.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 15.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the bidder will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 16 **TERMINATION:**
- 16.1 Termination for Convenience: Howard County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. Howard County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 16.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Howard County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.
- 17 **AVAILABILITY OF FUNDS: The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.**
- 18 **INTEGRATION:** These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.
- 19 **NON-ASSIGNMENT OF CONTRACT:** The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Agent.

20 AGREEMENT:

- 20.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to keep the procurement moving forward, a sample standard Agreement is attached for review as part of this solicitation (Document D, Exhibit II). Exceptions, if any, to the County's Standard Agreement must be noted in the bid to be considered during evaluation. Exceptions to the County's Standard Agreement may result in rejection of the bid.
- 20.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

21 AFFIDAVIT: The attached affidavit is provided to facilitate compliance with the applicable law.

22 EQUAL BUSINESS OPPORTUNITY PARTICIPATION: If the total contract award is \$50,000 or more, the Contractor shall comply with the County's Equal Business Opportunity (EBO) Program's 10% subcontracting goal. Contractors can use minority, women or disabled business enterprises certified by Howard County, the state of Maryland or other appropriate jurisdiction to satisfy the 10% subcontracting goal.

If the County exercises its option to renew the contract for another one-year term, the Contractor is expected to meet the EBO Program's 10% subcontracting goal for each subsequent contract year when the contract amount is \$50,000.00 or more.

- 22.1 Document F - Equal Business Opportunity Certificate: **Contractors shall submit a completed and executed Equal Business Opportunity Certificate with their proposals.**

23 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 23.1 The County operates under a public information law, which permits access to most records and documents.
- 23.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. It is the Contractor's responsibility to designate confidential material at the time of proposal submission or, if additional time is requested, no later than 5 business days following the proposal due date. Contractors should use good-faith efforts to designate, by appropriate and clear markings, those portions of their submissions which are deemed to be confidential information. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. Failure to designate the material appropriately may result in the release of confidential information.
- 23.3 A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

24 COOPERATIVE PURCHASE:

24.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

24.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

25 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

DOCUMENT C

US ROUTE 1 AND SNOWDEN RIVER PARKWAY/DOBBIN ROAD CORRIDOR MARKET ANALYSIS AND RESEARCH

SPECIFICATIONS

1 BACKGROUND:

1.1 Howard County, Maryland (the “County”) is a mostly suburban county centrally located between Baltimore, Maryland and Washington, D.C. For the past several decades, the County has experienced considerable growth due, largely, to its location and excellent reputation as a great place to live, work, and raise a family. Future development demand is expected to be strong given the County’s proximity to key urban markets, the federal Base Realignment and Closure (BRAC) growth associated with nearby Fort Meade, and the evolving cyber security industry. However, with little undeveloped land left to use for growth, the County will need to increasingly rely on the redevelopment of economically obsolete or underutilized properties (grayfields) to accommodate future development.

1.2 The Department of Planning and Zoning is beginning preparations to update the County’s General Plan, a precursor to the comprehensive zoning process that aligns goals set forth in the General Plan with zoning, land use, and development regulations. After the 2000 General Plan update, the County established several types of mixed-use zoning classifications (e.g., Corridor Employment, Transit Development, Corridor Activity Center) to encourage redevelopment along the County’s US Route 1 corridor. It is anticipated that the current General Plan update and subsequent comprehensive zoning will explore additional revisions that encourage redevelopment in appropriate locations as higher density residential development mixed with commercial and office uses or as higher intensity commercial development. As such, there is a need to evaluate redevelopment opportunities in areas with latent potential and identify constraints that might inhibit redevelopment.

2 SCOPE: It is the intent of the County to enter into a contract with a qualified Contractor, hereinafter the “Contractor”, to conduct research and develop a report on the commercial (office, flex, retail) and industrial market opportunities in the County over the next 20 years. The study area is to include and will primarily focus on the US Route 1 corridor (as defined in the *Route 1 Manual*) and existing commercial-industrial developments along the Snowden River Parkway/Dobbin Road corridor. This 20-year horizon (from 2010 to 2030) is the timeframe for the County’s next General Plan update, expected to be completed in 2012.

3 PRE-PROPOSAL CONFERENCE:

3.1 A Pre-Proposal Conference will be held in the Office of Purchasing Conference Room, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on Friday, May 20, 2011 at 10:00 A.M. to discuss objectives and answer questions relating to this Request for Proposals. Contractor’s attendance is not required but is strongly encouraged.

- 3.2 It is recommended that attendees read the solicitation prior to attending the conference and bring a copy of the RFP to the conference. In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Robin Fewell rfewell@howardcountymd.gov and referencing this RFP and number. If there is a need for language interpretation and/or other special accommodations, please advise Robin Fewell rfewell@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.
- 4 **QUESTIONS AND INQUIRIES:** The Office of Purchasing is the sole point of contact for this Request for Proposal. Questions concerning this Request for Proposal must be addressed in writing to Helen M. Ashley, Senior Buyer, Fax number (410) 313-6388 or E-mail hashley@howardcountymd.gov and delivered no later than May 25, 2011 at 11:00 a.m. The deadline for written questions pertaining to this solicitation is ten working days prior to the due date of proposals.
- 5 **ESTIMATED CONTRACT VALUE:** The estimated contract value group for this contract is A as defined by the schedule below:
- A - \$30,000 to \$75,000**
 B - \$75,001 to \$100,000
 C - \$100,001 to \$250,000
 D - 250,001 to \$500,000
 E - \$500,001 to \$1,000,000
 F - Over \$1,000,000
- 6 **CONTRACTOR'S QUALIFICATIONS:**
- 6.1 Contractors must be primarily engaged in market analysis and research and must have been actively engaged in the field for a period of no less than three years.
- 6.2 Contractors must have knowledge of central Maryland's current economic and market conditions. Contractors may have specific knowledge of conditions in Howard County and the US Route 1 corridor, defined as all property in the County located east of Interstate 95.
- 6.3 Contractors must have experience conducting analysis of non-residential markets. Non-residential markets to be examined include, but may not be limited to, office, flex, retail, and industrial.
- 6.4 Contractors must have experience analyzing mixed-use development and have knowledge of redevelopment strategies and current practices.
- 6.5 Contractors must have expertise in evaluating market constraints, assessing the relationship between rents or sale prices and development potential, and determining the level of public or private investment needed to stimulate redevelopment at the expected or desired level.
- 6.6 Contractors must be familiar with relevant strategies for addressing obstacles to redevelopment such as land assembly, business relocation, and public infrastructure financing.

- 6.7 Contractors must have knowledge regarding the impact of transportation access (highway, passenger, and freight rail) on the market for non-residential and mixed-use development.
- 6.8 Contractors shall have a proven record of having provided the services required. The County reserves the right to perform investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.
- 7 CONTRACTOR'S REQUIREMENTS: The project shall result, at a minimum, in the following products:
 - 7.1 Market Study Component:
 - 7.1.1 Assess rents (land rents or existing square foot rents), sale prices, and relationship to development potential. The report must answer the question, "What type of non-residential development do the rents or sale prices justify?"
 - 7.1.2 Assess the impact of global, national, regional, and/or local trends on non-residential markets in the County. Assessment must include review of non-residential market trends in adjacent counties (or areas with character comparable to the study area).
 - 7.1.3 Assess future demand for non-residential development in the County. This shall include forecasts of 2020 and 2030 demand (in square feet) for office, flex, retail, and warehouse-industrial space as well as anticipated absorption rates.
 - 7.1.4 Assess the impact of mixed-use development on the non-residential market. Contractor shall identify the share of future non-residential demand that may be accommodated by mixed-use development.
 - 7.1.5 Examine future business opportunities and trends. This shall include an outlook on business sectors with the greatest growth potential in the County and the impact of a sector shift on the market for non-residential and mixed-use development.
 - 7.2 Assessment of Redevelopment Potential:
 - 7.2.1 Identify redevelopment potential and constraints within the study area. The report must answer the question, "What impediments do we need to overcome to realize the redevelopment potential of these areas?"
 - 7.2.2 Assess current and potential land valuations in relation to market demand for different land uses. For example, what are the current improvement-to-land ratio conditions and how will this change based on future non-residential demand? Are low density warehouse uses justified given potential land valuations resulting from projected office demand? To what extent is land being "underutilized"? Include comparisons to other locales that are currently experiencing, or have recently experienced, a similar shift in land-uses.

- 7.2.3 Identify relevant case studies that demonstrate effective government strategies for addressing redevelopment constraints. Strategies must address overcoming obstacles that include, but are not limited to, land assembly, business relocation, and public infrastructure financing.
- 7.2.4 Identify relevant case studies that demonstrate best practices for establishing public-private partnerships leading to successful redevelopment of grayfields. Assessment must note the context in which partnership examples are successful.
- 7.2.5 Identify relevant case studies that demonstrate innovative land use regulatory procedures to promote grayfield redevelopment.
- 7.2.6 Evaluate the composition of business space that may be required to meet the changing needs of the economy. Contractors must note any specific design or infrastructure requirements that might be anticipated.
- 7.2.7 Recommend (and illustrate) geographic locations within the study area where investment or regulatory changes are most likely to create redevelopment opportunities in the immediate, intermediate, and long term.
- 7.3 General work tasks identified by the County as associated with the project:
 - 7.3.1 Conduct a review of study elements including proposed geographic boundaries and economic factors to be examined. The Contractor may make recommendations, as warranted, to alter the methods or parameters of the study in order to achieve the goal of the project.
 - 7.3.2 Develop research methods for market validation component and compose overall project plan. Contractor shall present the project plan to the County for review and approval.
 - 7.3.3 Develop draft report, presentation, and graphics for County review and comment. Report should include recommendation (policy, funding, regulatory, etc.) for achieving the level of redevelopment suggested by the findings.
 - 7.3.4 Recommend additional reports as warranted.
 - 7.3.5 Develop final report, presentation, and graphics for use by the County.

8 SUBMISSION OF PROPOSAL DOCUMENTS:

- 8.1 This Request for Proposals requires the return of RFP Document “D” (Technical Proposal Signature Cover Page and Price Proposal Cover Page), RFP Document “E” (Affidavit), RFP Document “F” (Equal Business Opportunity Certificate), and any exceptions the Contractor may take (on company letterhead). Failure to return required documents may be cause for rejection of proposal.
- 8.2 Contractors shall submit one original, clearly marked as such, and seven copies of the complete proposal. Failure to provide the required number of complete duplicate copies may result in rejection of the proposal.

- 8.3 Proposals must be securely sealed and addressed to the Howard County Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 8.4 Technical and price proposals are to be mailed together in one package, but the Technical and Price Proposals must be bound separately. There shall be no reference to the price of products and services in the Technical Proposal. Proposals may be either mailed or hand-delivered. If proposals are sent by mail or commercial express services, the Contractor shall be responsible for actual delivery of the proposal to the Howard County Office of Purchasing before the deadline. The County is not responsible for any expenses the Offerors may incur in preparing, submitting, or delivery of the proposals.
- 8.5 Timely proposals become the property of the County. Late proposals will not be considered and will be returned unopened.
- 8.6 The submission of a proposal on this Request for Proposals will be considered as a representation that the proposer: (1) has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; (2) is familiar with the entire area to be serviced as described in the specifications; (3) has carefully reviewed all contract documents; (4) is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished; and (5) is familiar with all Federal, State and County laws, all codes and ordinances of the County that in any way affect the prosecution of the work or persons engaged or employed in the work.
- 8.7 In responding to this Request for Proposals, each Contractor shall minimally include:
- 8.7.1 The name, title, address, and telephone number of person(s) who will be assigned to perform service under the proposal.
- 8.7.2 Resumes/credentials of the person(s) who will perform the service required. Credentials may be subject to verification.
- 8.7.3 List of three clients for whom the Contractor has conducted similar market analyses and research during the past 36 months. Clients may be contacted.
- 8.7.4 The methodology the Contractor will use.
- 8.7.5 A sample invoice that complies with paragraph "Billing and Payment".
- 8.7.6 Price Proposal Cover Page
- 8.8 To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order of the above. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.

9 EVALUATION OF OFFERS:

- 9.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to the County. Proposals will be evaluated in two phases; the first based on the technical price submittals and the second on the oral discussions.
- 9.2 The first phase will be evaluated based on the following criteria listed in order of importance.
 - 9.2.1 Documented experience in performing analysis of non-residential markets;
 - 9.2.2 Documented experience conducting research of market constraints and assessing development/redevelopment potential and the probability of public/private investment;
 - 9.2.3 Technical competence of the staff based on resumes;
 - 9.2.4 Demonstrated knowledge of central Maryland's current economic and market conditions;
 - 9.2.5 Demonstrated knowledge of mixed use development strategies and current practices;
 - 9.2.6 Demonstrated knowledge of relevant strategies for addressing obstacles to development and the impact of transportation access; and
 - 9.2.7 Price.
- 9.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.
- 9.4 The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
- 9.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of proposal submission.
- 9.6 Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

- 10 BILLING AND PAYMENT: Invoices shall be submitted at the completion of the task to the Department of Planning and Zoning, Howard Building, 1st Floor, 3430 Court House Drive, Ellicott City, MD 21043. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

- 10.1 Invoices shall include the following information:
 - 10.1.1 Contractor's name;
 - 10.1.2 Address;
 - 10.1.3 Federal tax identification number;
 - 10.1.4 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 10.1.5 Purchase Order line number;
 - 10.1.6 Unit price and extended price (the unit price must match the purchase order); and
 - 10.1.7 Description of goods provided and/or services performed.
- 10.2 Invoices failing to contain the necessary information may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
- 10.3 All amounts referred to herein pursuant to this contract shall be United States of America currency.
- 11 **INSURANCE REQUIREMENTS:** The Contractor shall purchase and maintain, during the term of the contract, including any renewals thereof, such policies of insurance acceptable to the County as will protect the Contractor and the County from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverages are mandatory but may not be all-inclusive, based on the parameters of the proposal:
 - 11.1 Worker's Compensation Insurance with limits of coverage as follows:
 - 11.1.1 Coverage A: Statutory, covering Maryland jurisdiction.
 - 11.1.2 Coverage B: \$100,000.
 - 11.2 Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000 per occurrence.
 - 11.3 Commercial General Liability Insurance with combined single limits of \$1,000,000 per occurrence, naming Howard County as an additional insured. Unless deemed unnecessary by the County, the policy shall contain, but not be limited to, the following coverage endorsements:
 - 11.3.1 Contractual Liability, including Subcontractors
 - 11.3.2 Personal and Advertising Injury
 - 11.3.3 Products and Completed Operations
 - 11.3.4 Broad Form Property Damage

11.3.5 Fire Legal Liability - Required if Contractor is responsible for leased property

- 11.4 All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.
- 11.5 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 11.6 The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Contractor shall not reduce or cancel or change any of the required coverages without 60 days notice of such change to the County.
- 11.7 The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- 11.8 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 11.9 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- 11.10 Failure to comply with this requirement at any time during the project may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

12 WAGE REQUIREMENTS:

- 12.1 A Contractor that is defined as "Covered Employer" under Howard County Code Sec. 4.122A, copy attached as Exhibit II, shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks. For informational purposes only, the wage rate as of January 31, 2011 is \$13.44. Contractors are responsible for ascertaining the current rate. This wage rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County.
- 12.2 Contractors must complete the Wage Rate Requirements for Service Contracts form Parts 1 and 2, Document "G", and submit them with their bids. The forms will serve as written certification to the County of the firm's intent to comply with the County's wage requirements during the initial and any subsequent renewals.

- 12.3 If a Covered Employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the Covered Employer may: (1) certify in its bid or proposal the per-employee hourly cost of the employer's share of the premium for that insurance, and (2) reduce the wage paid under the law to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer's share of the premium.
- 12.4 All prices shall take the current wage rate into account and there shall be no unit price adjustments made except in the event of future wage rate increases. Future wage rate increases are hereby defined as any new rates approved by the County that take affect after and supersede the rate shown in this solicitation.
- 12.5 A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law.
- 12.6 Failure to comply with this requirement at any time during the project may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

EXHIBIT I HOWARD COUNTY, MARYLAND AGREEMENT

THIS AGREEMENT made this ____ day of _____, ____ (the "Agreement") is by and between Howard County, Maryland [as Purchasing Agent For Howard County Health Department, remove if not applicable], a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Request for Proposals No. RFP#-Year RFP TITLE and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for Select One in accordance with this Agreement, the other attachments hereto, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all Federal and State taxes. The Contractor shall Select One outlined in Attachment A hereto. The Contractor's will be provided with due care and in accordance with all applicable standards. The Contractor shall Select One under the supervision of the ##### of the County, or his designee, who shall have authority to administer the Agreement.
2. Compensation
 - 2.1. In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:
 - in accordance with the unit prices set forth in the Proposal.
 - in accordance with the Select One attached hereto as Attachment A.
 - the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)
 - an hourly rate of \$0.00 per hour for an approximate total of number of hours typed hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.
 - an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon Select One in a manner satisfactory to the County, in its sole discretion.
 - 2.2. The Contractor shall submit invoices to the County: Select One. The Contractor's invoices shall reflect the:
 - Contractor's name
 - Address
 - Federal tax identification number
 - Contract number (the first two digits are 44XXXXXXXX)
 - Purchase Order number (the first digit is 2XXXXXXXX)
 - Contract line number
 - Unit price and extended price (the unit price must match a line on the contract)
 - Description of goods provided and/or services performed.
 - 2.2.1 The proper form of County invoices requires that the necessary information be included on all invoices.
 - 2.2.2 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.
 - 2.2.3 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

- 2.3. This Agreement shall be effective according to the following:
MONTH DATE, YEAR OR

when executed by Howard County

and shall continue through January 1, 2001, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

- 2.4. The County reserves the right to renew this Agreement for INSERT RENEWAL PERIOD on the same terms and conditions set forth herein. Insert and changed to the terms i.e. Compensation. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

3. Contractor's Representations and Warranties The Contractor hereby represents the following:

- 3.1. The Contractor is a Select One, duly formed and validly existing under the laws of the State of INSERT STATE OF INCORPORATION and is qualified to do business and is in good standing in the State of Maryland.
- 3.2. The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.
- 3.3. The person executing this Agreement for the Contractor warrants that s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.
- 3.4. Select One: The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements. OR The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.
- 3.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
- 3.6. All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4. Termination

- 4.1. Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 4.2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

5. Remedies for Default

- 5.1. The County shall have the right upon the happening of any Default, without providing notice to the Contractor:
- a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
- b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- 6.2. Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.
8. Insurance The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in this Request for Proposals. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.
9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.
10. Ethics
- 10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
- 10.2. The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification.
- 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
14. Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
16. Conflicting Terms
- 16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.
- 16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.
17. Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.
19. Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
20. Ownership of Goods All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.
21. Notice Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY: Contact Name, address and telephone number

FOR THE CONTRACTOR: Contact Name, address and telephone number

22. No Waiver, Etc No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.
23. Wage Rate Requirements The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands this Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

INSERT LEGAL NAME OF CONTRACTOR

Print Name : _____

By: _____

INSERT NAME

INSERT TITLE

Signature

WITNESS:

HOWARD COUNTY, MARYLAND, a body
Corporate and Politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Ken Ulman
County Executive
[as Purchasing Agent For Howard County Health Department,
remove if not applicable]

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2011:

INFORMATION TECHNOLOGY APPROVED:

Margaret Ann Nolan
County Solicitor

Ira Levy, Director
Technology & Communication Services
(If Applicable)

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Sharon Greisz
Director of Finance

DEPARTMENT HEAD NAME
DEPARTMENT HEAD TITLE

ATTACHMENT A

SERVICES TO BE PERFORMED

US Route 1 Market Analysis and Research

The above are in addition to any other services set forth in the Bid.

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

- (a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.
- (b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.
- In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.
- The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.
- (c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

- (a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.
- (b) **Discouragement of Uniform Bidding.**
- (1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.
 - (2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.
 - (3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms or conditions of a bid submitted by a competitor.
- (c) **Fair Employment Practices**
- (1) Bidders, vendors and purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code Section 24 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.
 - (2) The Howard County Office of Human Rights shall notify the County Purchasing Agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

- (3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the county purchasing agent.
- (4) Payment of subcontractors. All Contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the Contractor and the subcontractors. No Contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. Prohibited Conduct and Interests.

- (a) **Participation Prohibitions:** County official and employees subject to this subtitle shall not:
 - (1) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate on behalf of the county in any matter which would, to their knowledge, have a direct financial impact as distinguished from the public generally, on them, their spouse, parent, child, sibling or upon any business interest with which they are affiliated;
 - (2) Except as exempted by the county council pursuant to Section 901(b) of the Howard County Charter, hold or acquire an interest in a business entity that has or is negotiating a contract with the county or is regulated by the official or employee;
 - (3) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate in any matter involving a business entity with which they, their spouse, parent, child or sibling are negotiating or have an arrangement concerning prospective employment.
- (b) **Employment Prohibitions:** Except as exempted by the county council pursuant to section 901(b) of the Howard County Charter or when the employment or interest does not create an actual or apparent conflict of interest, officials and employees shall not:
 - (1) Be employed by:
 - (i) Any entity subject to their official authority;
 - (ii) Any entity subject to the authority of the Howard County agency, board or commission with which they are affiliated;
 - (iii) Any entity which is negotiating or has entered into a contract with the Howard County agency, board or commission with which they are affiliated.
 - (2) Represent any party for a fee, commission or other compensation before any county body;
 - (3) Within one (1) year following termination of county service, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a county official or employee.

The employment provisions listed above do not apply to:

 - (1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a requirement that persons subject to its jurisdiction be represented in appointments to it;
 - (2) Subject to other provisions of law, a member of a board or commission who publicly disclosed a financial interest or employment to the appointing authority at the time of appointment;
 - (3) Employees or officials whose duties are ministerial, provided that the private employment or financial interest does not create a conflict of interest or the appearance of such a conflict.
- (c) **Solicitation/Acceptance of Gifts or Compensation:** No employee or official shall solicit any gifts. No employee or official shall accept any gift or compensation, directly or indirectly from any person that he/she knows or has reason to know, has financial interests, distinguishable from the interest of the public, that would be affected by the actions of the employee or official.
- (d) **Use of Prestige of Office:** No county officials or employees subject to this subtitle shall intentionally use the prestige of their office for their own gain or that of another. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for an official or employee's private gain or that of another.
- (e) **Disclosure of Confidential Information:** Other than in the discharge of official duties, officials or employees may not disclose or use, for their own gain or that of another, confidential information acquired by reason of public position and which is not available to the public.

EXHIBIT II
HOWARD COUNTY CODE, SEC. 4.122A
WAGE REQUIREMENTS

Section 4.122A. Wage Requirements.

(a) **"Covered Employer"** defined. in this section, "Covered Employer" means a Contractor or subcontractor that is subject to this section.

(b) **Scope.**

(1) A County contract for procurement of contractual services shall require the Contractor and any subcontractor to comply with the wage requirements of this section.

(2) This section does not apply to:

(i) A Contractor who:

(1) Employs fewer than 5 employees when the Contractor submits a bid or proposal, and
(2) Does not employ 5 or more employees at any time the contract is in effect as a result of performing the contract;

(ii) A Contractor who, at the time a contract is signed:

(1) Has received less than \$100,000 from the County in the most recent 12-month period;
(2) Will be entitled to receive less than \$100,000 from the County under that contract in the next 12-month period;

(iii) A County contract with a governmental entity;

(iv) A County contract with a nonprofit organization that has qualified for an exemption from Federal income taxes under section 501(c)(3) of the internal revenue code;

(v) A County contract awarded under § 4.110, 4.111, or 4.112 of this subtitle;

(vi) A County contract for electricity, telephone, cable television, water, sewer, or similar service delivered by a regulated public utility;

(vii) An employer to the extent that the employer is expressly precluded from complying with this section by the terms of any federal or state law, contract, or grant; and

(viii) A County contract entered into under cooperative procurement with another government or organization of governments.

(c) **Solicitation Requirements.**

(1) Each bid or proposal to provide contractual services shall specify how the covered employer will comply with the wage requirements of this section.

(2) To avoid the imposition of any requirement under this section, a covered employer shall not:

(i) Subdivide a contract;

(ii) Pay an employee through a third party; or

(iii) Treat an employee as a subcontractor or independent Contractor.

(d) **Health Insurance.** If a covered employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the covered employer may:

(1) Certify in its bid or proposal the per-employee hourly cost of the employer's share of the premium for that insurance, and

(2) Reduce the wage paid under subsection (e) to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer's share of the premium.

(e) **Wage Requirement.**

(1) A covered employer shall pay to each employee an hourly rate sufficient to at least equal 125% of the Federal Poverty Guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks.

(2) For purposes of this subsection, the Federal Poverty Guidelines are the most recent of those that are updated periodically in the Federal register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(3) The hourly rate shall be rounded to the nearest multiple of 5 cents.

(4) The wage rate calculated under this subsection shall be paid to an employee during the time the employee actually provides services to the County.

- (f) **Exceptions to Wage Requirement.** The wage requirements of this section do not apply to an employee:

- (1) Who performs no measurable work related to any contract with the County;
- (2) Who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under this section;
- (3) Who participates for not longer than 120 days in a calendar year in a Government-Operated or Government-Sponsored Summer Youth Employment Program;
- (4) For whom a different wage rate is expressly set in a collective bargaining agreement; or
- (5) For whom a higher wage rate is required by a Federal, State, or County law.

- (g) **Enforcement.**

- (1) The County purchasing agent shall require each covered employer to:
 - (i) Certify that the employer and any subcontractor will comply with this section;
 - (ii) Keep the records necessary to show compliance;
 - (iii) Submit the records to the purchasing agent on request of the purchasing agent; and
 - (iv) Publicize the requirements of this section to any employees who may be covered by this section.
- (2) The County purchasing agent shall enforce this section and investigate any complaint of a violation.
- (3) An employer shall not discharge or otherwise retaliate against an employee for asserting a right under this section or for filing a complaint of violation. Any retaliation is a violation of this section punishable under § 4.121 of this subtitle.
- (4) Each contract subject to this section:
 - (i) May specify that liquidated damages for noncompliance with this section include the amount of unpaid wages, with interest, and that the Contractor is jointly and severally liable for noncompliance by a subcontractor
 - (ii) Shall specify that an aggrieved employee, as a third-party beneficiary, may bring a civil action to:
 - (1) Enforce the payment of wages due under this section;
 - (2) Recover wages due under this section with interest; and
 - (3) Recover reasonable attorney's fees.

- (h) **Annual Report.** On or before September 1 of each year, the County purchasing agent shall report to the County Council and the County Executive on the operation of this section during the previous fiscal year.

DOCUMENT D**TECHNICAL PROPOSAL SIGNATURE COVER PAGE**TITLE: US Route 1 Market Analysis and ResearchTO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MARYLAND 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the Request for Proposals, and in the various proposal documents:

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

Is the company certified? If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income? ☐ YES ☐ NO

The County Purchasing Agent reserves the right to request such documentation, if desired, at a later date.

COMPANY NAME _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO. _____

ADDRESS _____

(City) _____ (State) _____ (Zip Code) _____

TELEPHONE _____ FAX _____

E-MAIL ADDRESS _____

Delivery Time From Date of Award _____

(This delivery time will be considered in determining the award.)

Payment Terms _____ F.O.B. Destination, Inside Delivery

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption number is 30001219.

[] We wish to submit a "NO BID" at this time, but request that our company remain on bidders list for future solicitations.

CONFIDENTIAL INFORMATION

- The County operates under a public information law that permits access to most records and documents.
- It is the Contractor’s responsibility to designate confidential material at the time the proposal is submitted or, upon request, no later than 5 business days following the proposal due date.
- Confidential material must be readily separable from the remainder of the proposal.
- Failure to designate confidential material may result in release of such information.
- The County is not bound by what the Contractor deems confidential. The custodian of records (i.e. the Purchasing Administrator) makes a responsible decision of what is confidential under the act.

SIGNATURE_____ DATE_____

PRINTED NAME_____ TITLE_____

COMPANY NAME: _____

DOCUMENT D**PRICE PROPOSAL COVER PAGE**

(Must be submitted separately from the Technical portion of the proposal)

TITLE: US Route 1 Market Analysis and Research

TO: HOWARD COUNTY OFFICE OF PURCHASING
 6751 Columbia Gateway Drive, Suite 501
 Columbia, MARYLAND 21046

Item No.	Description	Quantity	Unit Price	Extended Price
1	Consultant Services, Market Study Component	1 Job	\$ _____	\$ _____
2	Consultant Services, Assessment of Redevelopment Potential	1 Job	\$ _____	\$ _____
3	Consultant Services, General Work Tasks	1 Job	\$ _____	\$ _____
TOTAL PROPOSAL PRICE				\$ _____

In support of the total price for each job listed in the table above, Contractors must provide an itemized breakdown of each items (items 1 through 3) identifying work elements, individuals (based on job titles) performing the work, and the number of hours assigned to complete each task.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS

Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Submit a sample invoice with response.

THE PERSON COMPLETING THE PRICE PROPOSAL COVER PAGE
MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK.

COMPANY NAME _____

DOCUMENT D**CONTRACTOR'S QUALIFICATION INFORMATION**

Name of Company: _____

1. References: Give name, address, telephone number of owner or manager of three accounts for which Contractor has provided market analysis and research during the past three years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: 3-year minimum)

DOCUMENT E

AFFIDAVIT

(Must be completed, signed, and submitted with the proposal.)

Contractor _____

Address _____

Telephone _____ RFP Number _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the
(Month) (Year)
aforementioned office in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE

DOCUMENT F

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS
10% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a total contract award is \$50,000 or more, the Prime Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves minority-owned firms. The percentage requirement may vary if the contract is funded by a federal or state agency. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation with the bid*. While the County requests that Contractors identify their subcontractors at the time bids are submitted; the County acknowledges that sometimes Contractors may need to change their subcontractor(s). Changes in subcontractors may be made by providing written notification to the Office of Purchasing EBO Coordinator, of the change prior to award. After contract award, changes in subcontractors require written approval of the Office of Purchasing EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

PRIME CONTRACTOR INVOICING REQUIREMENTS

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Prime Contractor has made a good faith effort and thoroughly documented the efforts.

If the County exercises its option to renew the contract for another one-year term, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator, at 410-313-6370.

SUBCONTRACTOR REPORTING REQUIREMENTS

Successful Prime Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10th of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.



DOCUMENT F
HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SCHEDULE OF PARTICIPATION

COUNTY USE ONLY		
CONTRACT NAME: <u>US Route 1 Market Analysis and Research</u>		
Solicitation /Project#:	<u>RFP 22-2011</u>	Contract/PO#: <u>N/A</u> Contract Renewal # <u>N/A</u>
Contract Amount:	<u></u>	Contract Term: <u>N/A</u> EBO APPROVAL: <u></u>
PRIME CONTRACTOR		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative:	_____	Phone: _____
Email:	_____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency:	_____	Certification #: _____ Contract Amount: \$ _____
COUNTY USE ONLY Amount: _____ Date: _____		
EBO SUBCONTRACTOR		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative:	_____	Phone: _____
Email:	_____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency:	_____	Certification #: _____ % Participation: _____
Services to be performed: _____		
COUNTY USE ONLY Amount: _____ Date: _____		
EBO SUBCONTRACTOR		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative:	_____	Phone: _____
Email:	_____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency:	_____	Certification #: _____ % Participation: _____
Services to be performed: _____		
COUNTY USE ONLY Amount: _____ Date: _____		

Signature (Vendor Official)_____
Date_____
Title


*EBO TYPES:

AA = African American
ESK = Eskimo/Aleutian
NA = Native American

ASA = Asian American
FEM = Female

DIS = Disabled
HIS = Hispanic

PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE

		Howard County, Maryland Office of Purchasing	
		INVOICE EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION	
<p>The County's EBO Program requires either an on-site review or documentation to be provided to ensure EBO Subcontracting Participation. To assist in the documentation of your firm's participation and compliance with Howard County's EBO goals, this form is designed to replace your standard invoice or to accompany your invoice for payment from Howard County, Maryland. Both pages of this form need to be completed for payment processing as well as a COPY of this form sent to THE OFFICE OF PURCHASING, 6751 COLUMBIA GATEWAY DR., STE 501, COLUMBIA, MD 21046, ATTN: EBO COORDINATOR.</p>			
Bill To: User Agency: _____ Street Address: _____ City, ST, Zip: _____ Phone Number: _____		Purchase Order No.: <i>(issued from Howard County)</i> _____ Contract Title: <i>(issued from Howard County)</i> _____	
		Original Contract Amount: <i>(issued from Howard County)</i> _____ \$0.00	
		Total Contractor Amount Billed to Date: <i>(includes this month's bill)</i> _____ \$0.00	
From: Company Name: _____ Street Address: _____ City, ST, Zip: _____ Phone Number: _____		Total Amount Paid to Contractor: _____ \$0.00	
		Balance Due to Contractor: <i>(this month's bill)</i> _____ \$0.00	
		Percent of Work Completed to Date: _____ 0%	
		For the Period of: _____ <input type="checkbox"/> Partial Payment <i>(against referenced PO/SO# above)</i> \$0.00 <input type="checkbox"/> Final Payment <i>(against referenced PO/SO# above)</i> \$0.00	
Quantity	Description of Goods Delivered/Services Performed for Howard County	Unit Price	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Tax		\$0.00	\$0.00
Tax - Sales Tax Exemption No. 30001219			Total 0.00

PRIME CONTRACTOR INVOICING REQUIREMENTS PART TWO



Howard County, Maryland

Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

EBO Subcontractor

Company Name: _____
 Street Address: _____
 City, ST, Zip: _____
 Phone Number: _____

* **REMINDER:** EBO SUBCONTRACTORS ALSO REPORT THEIR PARTICIPATION TO THE OFFICE OF PURCHASING MONTHLY ON THE COUNTY'S STANDARD FORM THAT REQUIRES ITEMIZED INVOICES. CONTACT THE EQUAL BUSINESS OPPORTUNITY COORDINATOR IN THE OFFICE OF PURCHASING, WITH EBO PARTICIPATION QUESTIONS AT (410) 313-6370.

EBO Participation Goal: 0% or _____ \$0.00
(from the EBO Participation Form)

Total EBO Amount Billed to Date: _____ \$0.00
(includes this month's bill)

Total Amount Paid to EBO Subcontractor: _____ \$0.00

Balance Due to EBO Subcontractor: _____ \$0.00
(this month's bill)

Total Percent EBO Participation Goal to Date: _____ 0%

Invoice# from EBO Subcontractor	Date of Invoice	Description of Invoice	Total Invoice Amount	Amount Paid to EBO SubContractor
Total			\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this invoice has been completed in accordance with the contract and that the current payment shown herein is now due.

 Prime Contractor Authorized Signature

 Date

SUBCONTRACTING REPORTING REQUIREMENTS



Howard County Office Of Purchasing
 Attn: EBO Coordinator
 6751 Columbia Gateway Drive, Suite 501
 Columbia, MD 21046
 Fax: (410) 313-6388

Howard County, Maryland
 Office of Purchasing

SUBCONTRACTOR'S MONTHLY PAYMENT REPORT EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

QUESTIONS SHOULD BE DIRECTED TO:

Equal Business Opportunity Coordinator
 Phone: (410) 313-6370

To ensure EBO Subcontracting Participation and Compliance, you must complete this form and
 forward via mail or fax to the Office of Purchasing: Attn: EBO Coordinator

Due by the 10th of Each Month for the Preceding Month

From:

Company Name: _____
 Street Address: _____
 City, ST, Zip: _____
 EBO/MBE Certification #: _____
 Services to be Performed: _____

Contact Person: _____
 Email Address: _____
 Phone Number: _____
 Fax Number: _____

For the Period of: _____ 2011

Original Contract Amount: _____
(issued from Howard County) \$0.00

EBO Participation Goal: 0% = \$0.00
(from the EBO Participation Form)

Invoice# to Prime Contractor	Date of Invoice	Total Invoice Amount	Date Payment was Received	Amount Received from Prime Contractor
Total				\$0.00

Prime Contractor

Company Name: _____
 Contract Number: _____
 Street Address: _____
 City, ST, Zip: _____

Contact Name: _____
 Email Address: _____
 Phone Number: _____

 Authorized Signature

 Date

DOCUMENT G
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
EXEMPTION STATUS

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with the proposal.)

PART 1

Solicitation No.: RFP-22-2011

Solicitation Title: US Route 1 Market Analysis and Research

Please check all that apply. If none of the following statements apply to the company please sign below and continue to Part 2.

Prime Contractor	SubContractor	
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor employs fewer than five (5) employees at any time during the contract term.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor received less than \$100,000 from the County in the most recent 12-month period prior to the contract start date; and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a public entity.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor participates in a contract awarded under Code Secs.4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a regulated public utility.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is expressly precluded from complying with Section 4.122A by the terms of any federal, state or County law, federal or state contract or grant and the contract falls within the extent of that preclusion.
<input type="checkbox"/>	<input type="checkbox"/>	The contract has been awarded under a cooperative procurement with another government or organization of governments.

NOTE: The wage requirements do not apply to an employee: (1) who performs no measurable work related to any contract with the County; (2) who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law; (3) who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program; (4) for whom a different wage rate is expressly set in a collective bargaining agreement; or (5) for whom a higher wage is required by a federal, state, or County law.

Please check here if none of the above is applicable

☐

Contractor Name: _____

Date: _____

Authorized Signature: _____

(Typed Name of Signatory)

DOCUMENT G
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
CERTIFICATION

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with the proposal.)

PART 2

Solicitation No.: RFP-22-2011

Solicitation Title: US Route 1 Market Analysis and Research

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, am an authorized representative of the Contractor named below and:

- ☐ As a "covered employer" the Contractor and all subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Section 4.122A) and pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law.
- ☐ Contractor's proposal includes sufficient funds to meet these requirements.
- ☐ The per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Contractor Name: _____		Vendor Identification No. _____	
Address: _____			
Telephone No: _____	Fax No.: _____	E-mail: _____	
Authorized Representative: _____			
Signature	Typed Name of Signatory	Title	Date

Howard County, Maryland
Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
Fax: (410) 313-6388